

PLANNING AND ECONOMIC DEVELOPMENT COMMITTEE

11-0453R

RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT
WITH AECOM TECHNICAL SERVICES, INC. FOR CONTAMINATION
INVESTIGATION AND PREPARATION OF A REMEDIAL ACTION PLAN
RELATED TO THE DULUTH DUMP #5 SITE.

CITY PROPOSAL:

RESOLVED, that the proper city officials are hereby authorized to enter into a professional services agreement substantially in the form of that on file in the office of the city clerk as Public Document No. _____, with AECOM Technical Services, Inc. for contamination investigation and preparation of a remedial action plan related to the Duluth Dump #5 Site in an amount not to exceed \$66,667, payable from Fund 255 (Economic Development Fund), Department 020 (Planning), Organization No. 5319 (Other Professional Services).

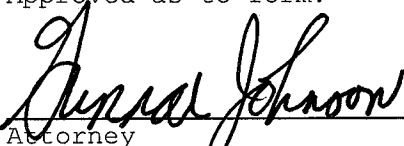
Approved:


Department Director


Approved for presentation to council:


Chief Administrative Officer

Approved as to form:


Attorney

Approved:


Auditor

BD/ATTY JC:cjk 8/19/2011

STATEMENT OF PURPOSE: Approximately 13 acres of property owned by the City along Rice Lake Road was used as a dump in the 1930s and 1940s. A portion of the site was also used by the City as a police shooting range. As a result of those activities, the site is contaminated, the extent of which is unknown. A Phase II environmental assessment with soil, waste and groundwater sampling is required to evaluate potential impacts. Based upon the results of such sampling, the City would then be in a position to determine the best reuse plan for the site, for which a Response Action Plan (RAP) would be submitted to the MPCA.

On April 25, 2011, this Council approved a resolution to apply for, and accept, Minnesota Department of Employment and Economic Development (DEED) contamination

investigation funding. The City was subsequently awarded \$50,000 by DEED for this Phase II and RAP process; the approved resolution included the City's provision of a local match in the amount of \$16,667.

This resolution authorizes the City to enter into a Professional Services Agreement with AECOM Technical Services, Inc. (AECOM) to oversee the Phase II and RAP. AECOM is one of three firms selected through a RFQ process in 2010 to provide environmental consulting services to the City and DEDA on an as-needed basis.

AGREEMENT FOR PROFESSIONAL SERVICES

AECOM TECHNICAL SERVICES, INC.

AND

CITY OF DULUTH

THIS AGREEMENT, entered into by and between the CITY OF DULUTH, a municipal corporation, hereinafter referred to as "City," and AECOM TECHNICAL SERVICES, INC., located at 11 East Superior Street, Suite 560, Duluth, MN 55802, hereinafter referred to as "Consultant," for the purpose of rendering services to the City.

WHEREAS, the City desires to utilize Consultant's professional services for contamination investigation and preparation of a remedial action plan related to Duluth Dump #5 Site;

WHEREAS, Consultant has represented that it is qualified and willing to perform services set forth in its proposal;

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter contained, the parties hereto agree as follows:

I. Services to be Performed.

Consultant will provide the services identified in its proposal dated August 12, 2011, attached hereto as Exhibit A. In the event of any conflict between the terms of the Proposal and this Agreement, the terms and conditions of this Agreement shall be deemed to be controlling.

II. Fees.

It is agreed between the parties that Consultant's maximum fee for the term of this Agreement shall not exceed the sum of Sixty-six Thousand Six Hundred Sixty-seven and 00/100ths Dollars (\$66,667.00), payable from Fund 255 (Economic Development Fund), Department 020 (Planning). All bills for services rendered shall be submitted monthly to the

City's Manager of Resources, Business and Community Development Division (the "Manager"). Fees shall be billed at the rates set forth in Exhibit A.

III. General Terms and Conditions.

1. Qualifications. Consultant represents that it is qualified and willing to perform the services set forth herein.
2. Amendments. Any alterations, variations, modifications or waivers of terms of this Agreement including contract price shall be binding upon the City and Consultant only upon being reduced to writing and signed by a duly authorized representative of each party.
3. Assignment. Consultant represents that it will utilize only its own personnel in the performance of the services set forth herein; and further agrees that it will neither assign, transfer or subcontract any rights or obligations under this Agreement without prior written consent of the City.
4. Data and Confidentiality.
 - a. The City agrees that it will make available all pertinent information, data and records under its control for Consultant to use and rely upon in the performance of this Agreement, or to assist Consultant when reasonably practical to obtain such records, data and information.
 - b. All reports, data, information, documentation and material given to or prepared by Consultant pursuant to this Agreement will be confidential and will not be released by Consultant without prior authorization from the City. The restrictions against disclosure shall not apply to information that 1) becomes public knowledge through no fault of Consultant; or 2) is required to be disclosed by law or court order.
 - c. All notes, reports, records and other data prepared under this Agreement shall become the property of the City upon completion or termination of the services of Consultant. Any reuse of notes, reports, records or other data for anything other than its intended purpose will be at the City's sole risk and without liability or legal exposure to Consultant.

5. Standard of Performance.

Consultant agrees that all services to be provided to the City pursuant to this Agreement shall be in accordance with the generally accepted standards of the profession for the provisions of services of this type.

6. Records and Inspections.

a. Establishment and Maintenance of Records.

Records shall be maintained by Consultant in accordance with requirements prescribed by City and with respect to all matters covered by this Agreement.

Such records shall be maintained for a period of six (6) years after receipt of final payment under this Agreement.

b. Documentation of Costs.

Consultant will ensure that all costs shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible.

c. Reports and Information.

Consultant shall provide to the Manager or his/her designee monthly reports detailing the services provided in the previous month. Consultant shall be responsible for furnishing to the Manager or his/her designee any other records, data and information he may require pertaining to matters covered by this Agreement.

d. Audits and Inspections.

Consultant shall ensure that at any time during normal business hours and as often as City may deem necessary, there shall be made available to City for examination, all of its records with respect to all matters covered by this Agreement. Consultant will also permit City to audit, examine and make excerpts or transcripts from such records, and to make audits of all contracts,

invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Agreement.

IV. Contract Period.

Consultant shall commence performance of this Agreement upon the later of the date of the last required signature below and performance shall be completed by June 30, 2012, unless terminated earlier as provided herein. Notwithstanding the above, the term of this Agreement may be extended for a period up to six (6) months upon the prior written approval of the Manager.

V. Termination of Services.

City may, by giving written notice specifying the effective date thereof, terminate this Agreement in whole or in part, with or without cause. In the event of termination, all property and finished or unfinished documents, materials, and other writings prepared by Consultant under this Agreement shall be promptly delivered by Consultant to the City at the address provided in Paragraph IX. Consultant shall be entitled to compensation for the performance of any unreimbursed services properly performed by it prior to the date of termination.

VI. Independent Contractor.

- a. It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of copartners between the parties hereto or as constituting Consultant as an agent, representative or employee of the City for any purpose or in any manner whatsoever. Consultant and its employees shall not be considered employees of the City, and any and all claims that may or might arise under the Workers' Compensation Act of the State of Minnesota on behalf of Consultant's employees while so engaged, and any and all claims whatsoever on behalf of Consultant's employees arising out of employment shall in no way be the responsibility of City. Except for compensation provided in Section II of this Agreement, Consultant's employees shall not be entitled to any compensation or rights or benefits of any kind whatsoever from City, including without limitation, tenure rights, medical and hospital care, sick and vacation leave, Worker's

Compensation, Unemployment Insurance, disability or severance pay and P.E.R.A. Further, City shall in no way be responsible to defend, indemnify or save harmless Consultant from liability or judgments arising out of the acts or omissions of Consultant or its employees while performing the work specified by this Agreement.

- b. The parties do not intend by this Agreement to create a joint venture or joint enterprise, and expressly waive any right to claim such status in any dispute arising out of this Agreement.
- c. Contractor expressly waives any right to claim any immunity provided for in Minnesota Statutes Chapter 466 or pursuant to the official immunity doctrine.

VII. Indemnity.

Consultant agrees to defend, save harmless, and indemnify the City of Duluth, its officials, officers, directors, and employees from any loss, cost, or damage by reason of personal injury or property damage arising out of the negligent or willful acts or omissions under this Agreement by the Consultant, its employees, agents, or subcontractors.

VIII. Insurance.

- a. Consultant shall provide the following minimum amounts of insurance from insurance companies authorized to do business in the state of Minnesota.
 - (1) Workers' compensation insurance in accordance with the laws of the State of Minnesota.
 - (2) Public Liability and Automobile Liability Insurance with limits not less than \$1,500,000 Single Limit, and twice the limits provided when a claim arises out of the release or threatened release of a hazardous substance; shall be in a company approved by the City of Duluth; and shall provide for the following: Liability for Premises, Operations, Completed Operations, Independent Contractors, and Contractual Liability.
 - (3) Professional Liability Insurance in an amount not less than \$1,500,000 Single Limit; provided further that in the event the professional malpractice insurance is in the form of "claims made," insurance, 30 days notice prior to any cancellation or modification shall be required; and in such event,

Consultant agrees to provide the City with either evidence of new insurance coverage conforming to the provisions of this paragraph which will provide unbroken protection to the City, or, in the alternative, to purchase at its cost, extended coverage under the old policy for the period the state of repose runs; the protection to be provided by said "claims made" insurance shall remain in place until the running of the statute of repose for claims related to this Agreement.

- (4) City of Duluth shall be named as Additional Insured under the Public Liability and Automobile Liability, or as an alternate, Contractor may provide Owners-Contractors Protective policy, naming itself and City of Duluth. Consultant shall also provide evidence of Statutory Minnesota Workers' Compensation Insurance. Consultant to provide Certificate of Insurance evidencing such coverage with 30-days' notice of cancellation, non-renewal or material change provisions included. The City of Duluth does not represent or guarantee that these types or limits of coverage are adequate to protect the Contractor's interests and liabilities.
 - (5) If a certificate of insurance is provided, the form of the certificate shall contain an unconditional requirement that the insurer notify the City without fail not less than 30 days prior to any cancellation, non-renewal or modification of the policy or coverages evidenced by said certificate and shall further provide that failure to give such notice to City will render any such change or changes in said policy or coverages ineffective as against the City.
 - (6) The use of an "ACORD" form as a certificate of insurance shall be accompanied by two forms, 1) ISO Additional Insured Endorsement (CG-2010 pre-2004) and 2) Notice of Cancellation Endorsement (IL 7002) or equivalent, as approved by the Duluth City Attorney's Office.
- b. The insurance required herein shall be maintained in full force and effect during the life of this Agreement and shall protect Consultant, its employees, agents and representatives from claims and damages including but not limited to personal injury

and death and any act or failure to act by Consultant, its employees, agents and representatives in the negligent performance of work covered by this Agreement.

- c. Certificates showing that Consultant is carrying the above described insurance in the specified amounts shall be furnished to the City prior to the execution of this Agreement and a certificate showing continued maintenance of such insurance shall be on file with the City during the term of this Agreement.

IX. Notices.

Notices shall be sufficient if sent by regular United States mail, postage prepaid, addressed to City as follows:

City of Duluth
Attn: Manager of Business Resource
402 City Hall
411 West First Street
Duluth, MN 55802

and addressed to Consultant as follows:

AECOM
Attn: Bob DeGroot, Principal Engineer
161 Cheshire Lane North
Minneapolis, MN 55441

and a copy to:

AECOM
Attn: Contracts Manager
250 Apollo Drive
Chelmsford, MA 01824

or to such other persons or addresses as the parties may designate to each other in writing from time to time.

X. Laws, Rules and Regulations.

Consultant agrees to observe and comply with all laws, ordinances, rules and regulations of the United States of America, the State of Minnesota and the City with respect to their respective agencies which are applicable to its activities under this Agreement.

XI. Applicable Law.

This Agreement, together with all of its paragraphs, terms and provisions is made in the state of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota. The appropriate venue and jurisdiction for any litigation hereunder shall be in a court located in St. Louis County, Minnesota. However, litigation in the federal courts involving the parties shall be in the appropriate federal court within the State of Minnesota.

XII. No Third Party Rights.

Nothing in this Agreement confers or purports to confer on any third party any benefit or any right to enforce any term of this Agreement.

XIII. Severability.

In the event any provision herein shall be deemed invalid or unenforceable, the remaining provisions shall continue in full force and effect and shall be binding upon the parties to this Agreement.

XIV. Entire Agreement.

This Agreement, including Exhibit A, constitutes the entire Agreement between City and Consultant and supersedes all prior written or oral agreements and negotiations between the parties relating to the subject matter hereto.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and date first above shown.

CITY OF DULUTH

AECOM TECHNICAL SERVICES, INC.

By: _____
Mayor

By: _____
Company Representative

Date: _____

Its: _____
Title of Representative

Date: _____

Attest _____
City Clerk

Date: _____

Countersigned:

City Auditor

Date: _____

Approved as to form:

City Attorney

Date: _____



AECOM
161 Cheshire Lane North
Suite 500
Minneapolis, MN 55441
www.aecom.com

763-852-4200 tel
763-473-0400 fax

August 12, 2011

Ms. Heidi Timm-Bijold
City of Duluth
Room 402, City Hall
411 West First Street
Duluth, MN 55802-1199

**Subject: Proposal for Phase II Investigation and Response Action Plan-- City of Duluth
Dump Site #5 in Duluth, Minnesota; AECOM Project 04135842-35**

Dear Ms. Timm-Bijold,

AECOM Technical Services, Inc. (AECOM) has prepared the attached Proposal for the Phase II Investigation and preparation of the Response Action Plan (RAP) for the City of Duluth Dump Site #5 for your review and approval. AECOM understands that the City of Duluth was awarded a grant from the Department of Employment and Economic Development (DEED) for performance of these services.

1.0 Introduction and Background

AECOM completed a Phase I Environmental Site Assessment (ESA) of the City of Duluth Dump Site #5 property in January 2011. The results of the Phase I ESA are summarized below. A copy of the Phase I ESA was previously submitted to the MPCA Voluntary Investigation and Cleanup (VIC) program. The MPCA VIC program assigned site number is VP27110.

Site Location

The City of Duluth Dump Site #5 is located on the north side of Rice Lake Road approximately 1/8 mile north of the intersection of Rice Lake Road with Howtz Street within the City of Duluth, see Figure 1.

Ownership

The Dump Site #5 property is owned by the City of Duluth.

Size

The visual extent of waste materials covers an area of approximately 13 acres based on available information contained in previous environmental assessments of Dump Site #5.

This document includes proprietary data that shall not be duplicated, used or disclosed outside the City of Duluth for any purpose other than to evaluate this document. This restriction does not limit the City of Duluth's right to use information contained in this document if it is obtained from another source without restriction.

P04135842-35_Duluth Dump #5.docx

Exhibit A

Site History

The property was used as a dump in the 1930s and 1940s according to City of Duluth sources. The Northwestern Gun Club owned a portion of the project site from 1923 until sold to the City of Duluth in 1971. The site was used as a shooting range by the City of Duluth Police Department until 1999. Dog training has occurred on the property.

Previous Environmental Assessments

An "Initial Site Delineation" conducted in 1998 consisting of 13 soil borings found dump debris thickness ranged from approximately 5 to 25 feet with an average thickness of approximately 15 feet. Groundwater was encountered at depths ranging from approximately 7 to 19 feet below ground surface. Dump debris consisted of broken glass, burned materials, slag, broken brick, wood and concrete. No sampling or laboratory analysis of dump materials or groundwater was performed. Underlying natural soil materials included peat, silt, clay and silty sand consistent with swamp sediments.

A limited environmental "Field Investigation" conducted in 2010 included observation of debris type and extent, collection of sediment and surface water samples from the headwaters of Brewery Creek adjacent to the east side of Dump #5 near battery cases and measurement of field water quality parameters. Debris extended from a clear area in the southern part of the dump property into wooded areas to the north and east. Elevated concentrations of lead and cadmium were found in sediment samples obtained near the battery casings. Measured field parameters were consistent with typical wetland environment levels.

Environmental Assessment

Lead and cadmium impacts to sediment and surface water in Brewery Creek are known to exist adjacent to battery casings identified at the City of Duluth Dump Site #5. Lead impacts could also exist from use of the project site as a shooting range for over 75 years. Uncontrolled filling with waste materials indicates potential for additional impacts to soil, surface water and groundwater to exist at the dump. A Phase II Environmental Assessment with soil, waste and groundwater sampling is required to evaluate potential impacts.

Conceptual Site Development

The City of Duluth has no approved development plans for the City owned land on which the Dump #5 is located or City owned land adjacent to the dump. However, commercial development is the most likely use for the portion of the property adjacent to Rice Lake Road. Conceptually, design of structures (buildings, parking lots, curbs) will need to consider settlement issues associated with dump fill materials and underlying peat layers, potential methane or other vapor impacts and contingencies for handling/disposal of debris excavated as part of development activities. Engineered fill and foundation techniques, such as surcharging of existing materials for compaction, Deep Dynamic Compaction, rammed aggregate piers, can be used to allow building construction over the dump area. Environmental considerations were based on available Phase II Investigation results and AECOM's knowledge of similar Brownfields developments and MPCA requirements.

1.1 Environmental Considerations

The presence of waste fill materials below proposed development areas impacts construction techniques, human exposure scenarios and development cost. Environmental considerations are discussed below.

1.1.1 Extent of Dump Fill

The dump appears to cover approximately 13 acres based on available soil boring information and topography interpretation. The thickness of dump fill increases from 5 to 10 feet in the southwest area to 15 to 25 feet in the northeast area. The thickness of peat underlying the dump debris also increases from the southwest to the northeast. No underlying peat layer was identified in the southwest portion of the site and up to 7 feet thickness was found in the northeast corner.

1.1.2 Development Issues

Consideration of environmental issues will affect development decisions and associated costs. Decisions regarding compaction/removal of dump fill materials provide opportunities for cost savings. Some of the environmental constraints, such as vapor issues, are unavoidable and must be addressed regardless of the development approach.

Impacts of the dump fill material on development potential of the site include protection from physical human contact with waste and debris materials and vapors from dump fill materials and/or underlying buried peat layers. The dump fill materials may be redistributed within the dump footprint during site grading and compaction. Grading plan design can be manipulated to minimize the amount of dump debris requiring disposal.

Methane and VOC vapors will need to be controlled below building areas. A vapor barrier and vapor collection system will likely need to be installed below building floor slabs. A vapor control system consists of perforated piping installed in pea gravel covered by impermeable plastic sheeting sealed at utility penetrations. An active system using a fan to induce a vacuum in the system with a roof vent(s) may be required.

2.0 Scope of Work

A Work Plan for the Phase II Investigation (AECOM Project 60195988 dated March 15, 2011) was reviewed and accepted with modifications by the MPCA. This proposal includes the modifications requested by the MPCA. The scope of work for the Phase II Investigation is proposed to consist of test pits of dump material/soil matrix, soil borings, each of which will be converted to a temporary monitoring well to obtain groundwater samples, soil vapor sampling at locations within potential development areas and sediment and stream water sampling at locations along the adjacent stream. The proposed locations of the test pits, soil borings/temporary monitoring wells, sediment/stream water samples and soil vapor sample points are shown on Figure 2. Access to the proposed sampling points may be affected by trees, topography, and other features which may require changing the proposed locations.

Soil, sediment and groundwater samples will be obtained in accordance with MPCA sampling protocols and AECOM Standard Operating Procedures for environmental sampling which meet MPCA requirements. Samples will be stored on ice in coolers and delivered to the analytical laboratory under Chain of Custody Records. The proposed analyses to be performed on the various sample media are summarized on Table 1, see Section 2.6.

The dump site area was snow covered at the time of the Phase I ESA site reconnaissance. A site walkover will be performed to document the visual extent of dump fill and other site details including the location of a wetland listed in the National Wetland Inventory identified in the environmental file database search performed for the Phase I ESA.

A Site Safety and Contingency Plan will be prepared prior to performing the Phase II Investigation. A copy of the plan will be available for review on-site. Daily tailgate site safety meetings will be held for all personnel working on the site.

2.1 Test Pits

Samples of soil/waste materials will be obtained from 10 test pits performed within the property. The test pits are anticipated to be laid out on approximately 200 foot centers and in areas of known impacts (shooting berm and battery casings). Soil/waste materials within each test pit will be obtained using a backhoe. The depth of the test pits may be limited by groundwater anticipated to be encountered 7 to 12 feet below ground surface. The open test pits will be monitored for methane and explosive gases during sampling operations.

Materials excavated from the test pits will be logged as to types of debris observed. The thickness of debris will be measured if observable. The test pits will not be extended below groundwater level.

Four subsamples from each test pit will be screened with a PID meter. The subsample with the highest PID meter reading or visual/olfactory indications of contamination will be sampled for analysis of VOCs (discrete samples). Remaining soil/waste materials from the four subsamples from each test pit will be mixed to create a composite sample for analysis of other parameters.

Ten dump material/soil matrix composite samples will be analyzed. Individual grab samples of dump material/soil matrix will be analyzed for VOCs. The remaining composite samples will be analyzed for other parameters, see Table 1. One surface soil sample will be collected at each test pit location for analysis of lead, antimony, arsenic, copper and nickel. Two additional soil samples will be obtained from central areas of the berm and analyzed for antimony, arsenic, copper, lead and nickel. Asbestos will be analyzed if suspected asbestos containing materials are observed in samples. An asbestos inspector licensed by the State of Minnesota will be present to perform the asbestos sampling.

2.2 Soil Borings

The soil borings will be advanced with a drill rig using hollow stem augers. Samples will be obtained with split spoon samplers at 2.5 foot depth intervals to a minimum depth of 15 feet or to native soils/bedrock anticipated to be at a maximum depth of approximately 25 feet. The primary reason for performing the soil borings is to obtain groundwater samples. The secondary reason is to obtain geotechnical information for future geotechnical design considerations. Augers will be decontaminated between soil borings to minimize the chance for cross-contamination. Downhole sampling equipment will be washed with biodegradable detergent solution and rinsed with deionized water between sampling depths. Exploration derived wastes will be containerized in 55 gallon barrels for future characterization and disposal.

Samples will be screened for the presence of volatile organic compounds (VOCs) with a photoionization detection (PID) meter in general accordance with the MPCA polyethylene bag headspace method. The PID meter will be equipped with an 11.7 eV lamp. Samples will also be screened using visual and olfactory methods. Sample selection for laboratory analysis will be based on the results of field screening (high PID reading, unusual odor, visual indications of environmental impact).

Dump material/soil matrix samples from select soil borings will be analyzed if unusual types of waste materials are observed, particularly if they are encountered below the water table level. Up to five samples (four samples plus one duplicate) of dump material/soil matrix will be analyzed for parameters shown in Table 1. Asbestos will be analyzed if suspected asbestos containing materials are observed in samples. An asbestos inspector licensed by the State of Minnesota will be present to perform the asbestos sampling.

2.3 Temporary Monitoring Wells

Temporary well casings with screened distal ends will be placed in completed soil borings to obtain groundwater samples. The temporary monitoring wells will be constructed of 2.0 inch diameter materials with a 10 foot screen at the distal end. It is anticipated the wells remain in place no more than 72 hours which will permit measurement of quasi-equilibrated water levels and estimation of groundwater flow direction. The soil borings in which the temporary monitoring wells are placed will be sealed in accordance with Minnesota Department of Health Rules 4725.

Eight groundwater samples plus one duplicate (total nine) will be analyzed for VOCs and 13 priority metals, see Table 1. At least five well volumes of groundwater will be removed prior to sampling. Metals samples will be field filtered through 45 micron filters.

2.4 Soil Vapor Probes

Five probes will be completed within dump materials to obtain vapor samples. The probes will be advanced with a hydraulically operated drill/probe rig to a depth of 8 feet or approximately 2 feet above groundwater, whichever is shallower. A GEM Multi-Meter will be used to pump at least two volumes of vapor from the sample cavity and sampling tube and obtain field methane readings. A Summa canister will be attached to the tubing to obtain a grab sample of soil vapor. The contents of the Summa canister will be analyzed for VOCs (Method TO-15) and methane (Method TO-3), see Table 1. A PID meter reading of soil vapor will be made after the Summa canister sample is taken.

2.5 Sediment and Surface Water Sampling

Sediment samples will be taken at five locations along the stream located adjacent to the dump. One of the samples will be taken as far up the headwater reach of the stream as possible while remaining on City owned property. One sample will be taken as far downstream from the dump as possible while remaining within City of Duluth right-of-way along Rice Lake Road. The other three samples will be taken along the stream adjacent to the dump. One of the three remaining samples will be taken adjacent to the pile of battery casings known to exist on the dump. The sediment samples plus one duplicate will be analyzed for the 13 priority metals, PAHs and PCBs, see Table 1. In addition, at least two of the sediment samples will be analyzed for VOCs as soil conditions allow.

Surface water from the stream will be sampled from upstream and downstream locations. The samples will be analyzed for VOCs, priority pollutant metals plus iron, manganese and mercury.

2.6 Proposed Sample Analyses

The proposed laboratory analyses for the various media are summarized below.

Table 1

| | Media | Analysis | Number of Samples to Analyze |
|----------------------------|-------------|-----------------------------------------------------------------------------------|------------------------------|
| Test Pit Samples | Soil/debris | VOCs – Method 8260 | 11 |
| | | Priority metals plus FE and Mn – Method 6010 | 11 |
| | | Mercury – Method 7471/7470 | 11 |
| | | Lead, Antimony, Arsenic, Copper, Nickel (surface samples) – Method 6101 | 13 |
| | | PAHs (extended list) – EPA 8270 SIM | 11 |
| | | Cyanide – Method 9012 | 11 |
| | | PCBs – Method 8082 | 11 |
| | | Herbicides – MDA List 1 Pesticides – Method 8081 Organochlorine pesticide | 4 |
| Soil Boring Samples | Soil/debris | VOCs – Method 8260 | 6 |
| | | Priority metals plus FE and Mn – Method 6010 | 6 |
| | | Mercury – Method 7471/7470 | 6 |
| | | PAHs (extended list) – EPA 8270 SIM | 6 |
| | | Cyanide – Method 9012 | 6 |
| | | PCBs – Method 8082 | 6 |
| Groundwater | Water | VOCs – Method 8260 | 9 |
| | | Priority metals plus FE and Mn – Method 6010 | 9 |
| | | Mercury – Method 7471/7470 | 9 |
| Sediment | Soil | Priority metals plus FE and Mn – Method 6010 | 5 |
| | | Mercury – Method 7471/7470 | 5 |
| | | PAHs (extended list) – EPA 8270 SIM | 5 |
| | | PCBs – Method 8082 | 5 |
| | | VOCs – Method 8260 | 2 |
| Stream | Water | VOCs – Method 8260 (at least two samples if conditions allow) | 3 |
| | | Priority metals plus Iron, Manganese – Method 6010 and Mercury – Method 7471/7470 | 3 |
| Soil Vapor | Vapor | Methane – Method TO-3 | 6 |
| | | VOCs – Method TO-15 | 6 |

Note: Number of samples includes duplicates

2.7 Soil Investigation Report

A Phase II Investigation report will be prepared and submitted to MPCA VIC staff for review. The report will summarize the results of the sampling and analyses. Soil/waste results will be compared to MPCA Tier I Soil Reference Values (SRVs) and Tier I Soil Leaching Values (SLVs). Because commercial development could occur, soil/waste results will also be compared to Tier II industrial SRVs and short term worker SRVs. Sediment sample results will be compared to the MPCA Level I Sediment Quality Targets (SQTs). Sediment results from the MSA "Field Investigation" report of January 2010 will also be compared to the SQTs.

Groundwater results will be compared to Minnesota Department of Health, Health Risk Values, US EPA Maximum Contaminant Levels and other environmental standards as applicable. Interpretations for the site in light of possible redevelopment will be made relative to the preparation of a Response Action Plan (RAP).

2.8 Response Action Plan

AECOM will prepare a Response Action Plan (RAP) once the Phase II Investigation is completed. The City of Duluth will need to provide a proposed (conceptual) development plan for the area. The site use (commercial, recreational, residential) is essential to development of the RAP.

AECOM has assumed that a portion of the site near the existing road will be developed as commercial property. The remainder of the site will likely be in recreational use.

The RAP will be developed based on a conceptual development plan. Once an actual development is approved, modification of the RAP will likely be required to address the specific site features.

3.0 Schedule

| <u>Event</u> | <u>Completion Date</u> |
|-----------------------------|------------------------|
| Phase II Investigation..... | September 2011 |
| Investigation Report..... | December 2011 |
| Response Action Plan..... | February 2012 |

4.0 Fees

AECOM will provide these services in accordance with the price structure included in the proposal submitted to the City of Duluth (Proposal 10-32DS Environmental Consultants – Brownfield Assessment and Cleanup) dated August 30, 2010. A copy of the fee schedule is included in Appendix A. AECOM will provide these services for a time and materials fee not to exceed \$66,667. The following is a summary of the estimated costs.

Phase II Investigation

| | | |
|--------------------------------------|----------|------------------------|
| Field Work | \$9,933 | |
| Subcontractors – (estimates) | | |
| Laboratory (\$15,100 x 1.15) | \$17,365 | |
| Backhoe excavation (\$3,900 x 1.15) | \$4,485 | |
| Drilling (\$12,500 x 1.15) | \$14,375 | |
| Disposal of drill cuttings (5 drums) | | |
| (\$1,500 x 1.15) | \$1,725 | |
| Phase II Report | \$7800 | |
| Phase II Subtotal | | \$55,683 |
| Response Action Plan | | |
| Report Preparation | | <u>\$10,984</u> |
| Total Estimated Cost | | \$66,667 |

Assumptions

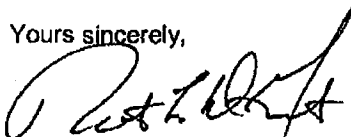
- Soil cuttings will be non-hazardous
- City of Duluth will provide a "Conceptual" Site Development Plan
- Exploration can be completed without delay due to access or weather conditions
- Subcontractor services may vary based on actual units required.

5.0 Terms and Conditions

The City of Duluth and AECOM are negotiating an agreement for professional services specific for this project. This proposal will be an attachment to the agreement which will include the terms and conditions of service. Thank you for the opportunity to submit this proposal to complete the Phase II Investigation for Duluth Dump #5. If this proposal is acceptable, please issue a PAF that specifically references this document.

We look forward to continuing to work with you on this Brownfield redevelopment project. If you have any questions, please contact the undersigned at 763-852-4200.

Yours sincerely,



Robert L. DeGroot, PG, PE
Principal Engineer



Daryl Beck
Office Manager

RLD/sks
Encs.

Appendix A

Fee Schedule

Figure 1 Site Location

Figure 2 Proposed Sample Locations

Fee Schedules

The AECOM and EMR fee schedules are presented below. As an AECOM protégé firm, EMR will bill AECOM for services rendered to the City of Duluth under the attached EMR fee schedule. AECOM will invoice the City of Duluth for EMR services plus a 5% administrative fee. AECOM services will be billed in accordance with the AECOM fee schedule.

Other Direct Costs are all costs and expenses incurred by AECOM directly attributable to the performance of Services together with a fifteen percent (15%) fee. Other Direct Costs include subcontracts, materials, shipping charges, special fees, permits, special insurance and licenses, outside computer time, and miscellaneous costs. Travel and travel-related expenses and equipment purchased for a project with advance authorization are computed on the basis of actual cost plus a ten percent (10%) fee.

Equipment costs will be determined on an individual project basis. A standard environmental equipment cost schedule is available upon request.

EMR Personnel
EMR FEE SCHEDULE

| Labor Category | Rate |
|------------------------------------|-------------|
| Biologist I | \$49.88 |
| Biologist II | \$78.83 |
| CADD Operator | \$68.46 |
| Chemist II | \$70.73 |
| Chemist III | \$161.66 |
| Civil Engineer – Sr (with PE) | \$116.24 |
| Clerical I | \$44.95 |
| Clerical II | \$53.66 |
| Data Processor | \$49.85 |
| Data Manager – Sr | \$67.36 |
| Environmental Engineer | \$116.24 |
| Estimator | \$118.59 |
| Field Biologist I | \$78.83 |
| Field Geologist | \$70.73 |
| Geochemist | \$161.66 |
| Geologist I | \$61.34 |
| Geologist II | \$70.73 |
| Geologist III | \$95.70 |
| Geophysicist | \$164.12 |
| GIS Specialist | \$74.09 |
| Hydrogeologist | \$92.16 |
| Procurement Specialist | \$67.36 |
| Project Manager | \$111.00 |
| Quality Control Supervisor | \$116.24 |
| Regulatory Specialist | \$122.01 |
| Site Supervisor/On-Site Supervisor | \$116.10 |
| Toxicologist | \$114.50 |

AECOM Personnel
AECOM FEE SCHEDULE

| Labor Category | Rate |
|-----------------------------------------------------------------------|-------------|
| Project Administrator I, Technician I, Technician II | \$55.00 |
| Project Administrator II, Scientist I, Technician III | \$70.00 |
| Engineer I, Scientist II | \$85.00 |
| Data Administrator II, Engineer II, Project Controls I, Technician IV | \$95.00 |
| Engineer III, Project Administrator III, Scientist III | \$105.00 |
| Data Administrator III, Project Manager I | \$115.00 |
| Engineer IV, Project Controls II, Project Director I, Scientist IV | \$130.00 |
| Project Manager II, Scientist V | \$145.00 |
| Engineer V, Project Director II, Project Manager III | \$160.00 |
| Project Director III, Project Director IV | \$180.00 |

NORTH



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**Site Location Diagram
City of Duluth Dump Site #5
Duluth, Minnesota**

Drawn: GJR

Checked: GJR

Approved: RLD

PROJECT NUMBER **60195988**

FIGURE NUMBER **1**

